

**EXHIBIT E**

**Stipulation -  
Straight Edge Concrete, LLC**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>PHOENIX SERVICES TOPCO, LLC, <i>et al.</i>,</b>	:	<b>Case No. 22-10906 (MFW)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
	:	
	X	

**STIPULATION BETWEEN  
THE DEBTORS, NUCOR CORPORATION AND STRAIGHT EDGE CONCRETE, LLC**

This stipulation (the “**Stipulation**”) is entered into by and between Straight Edge Concrete, LLC (“**Straight Edge**”), the Debtors (as defined below), and Nucor Steel Gallatin LLC (“**Nucor**,” and together with Straight Edge and the Debtors (as defined below), the “**Parties**”), based on the following facts:

**WHEREAS**, Straight Edge was hired as a subcontractor for provision of concrete for the Debtors’ construction project at the Nucor Steel site in Gallatin County, Ghent, Kentucky which included the construction of a “60’ x 60’ Shop Addition w/ 15’ x 62’ lean-to & 150’ x 240’ Slag Barn-Rev 2” (the “**Shop Addition and Slag Barn**”);

**WHEREAS**, thereafter, Straight Edge delivered materials and the construction of the Shop Addition and Slag Barn was commenced;

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Phoenix Services Topco, LLC (4517); Phoenix Services Parent, LLC (8023); Phoenix Services Holdings Corp. (1330); Phoenix Services International LLC (6493); Metal Services LLC (8793); Terracentric Materials LLC (0673); Cool Springs LLC (8687); Metal Services Investment LLC (2924); and Phoenix Receivables, LLC (not applicable). The Debtors’ mailing address is 4 Radnor Corporate Center, Suite 520, 100 Matsonford Road, Radnor, Pennsylvania 19087.

**WHEREAS**, on September 27, 2022 (the “**Petition Date**”), Phoenix Services Topco, LLC, and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);

**WHEREAS**, as of the Petition Date, the Debtors had not made any payments to Straight Edge on account of its materials furnished for the construction of the Shop Addition and Slag Barn;

**WHEREAS**, on December 2, 2022, Straight Edge filed a mechanic’s lien against Nucor’s property in an attempt to secure Straight Edge’s rights to payment, as attached hereto as **Exhibit A** (the “**Straight Edge Lien**”);

**WHEREAS**, contemporaneously herewith, the Debtors and Nucor are entering into a separate settlement agreement; and

**WHEREAS**, the Parties have determined that a stipulated resolution is in their mutual best interests and have agreed to enter into this Stipulation.

**NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by the Parties, subject to the Bankruptcy Court’s approval, as follows:

1. Within one business day following entry of an order by the Bankruptcy Court approving this Stipulation, Nucor shall make a lump sum payment of \$129,050.00 to Straight Edge (the “**Straight Edge Payment**”).

2. Upon receipt of the Straight Payment, Straight Edge (a) shall be deemed to have released the Debtors from all claims and obligations related to the construction project at the Nucor Steel site in Gallatin County, Ghent, Kentucky and the Shop Addition and Slag Barn, and (b) as soon as practically possible release any liens against the Debtors and Nucor, including the Straight Edge Lien.

3. Upon receipt by Straight Edge of the Straight Edge Payment ownership and any and all interests of the Debtors in the Shop Addition and Slag Barn materials delivered by Straight Edge to the Debtors related thereto shall be transferred to Nucor.

4. In the event this Stipulation is not approved by the Court, this Stipulation shall be without force and effect and none of its provisions shall be deemed to prejudice or impair any of the rights or remedies of the Parties.

5. This Stipulation constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6. The undersigned persons represent and warrant that they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of and have consented to this Stipulation.

7. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. This Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

9. This Stipulation may not be amended without the express written consent of all Parties hereto.

10. This Stipulation shall be binding upon the Parties hereto and upon all of their affiliates, assigns and successors, including without limitation any bankruptcy trustee that might be appointed in the future.

11. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

12. The Parties reserve all rights, claims, and defenses and nothing in this Stipulation shall be construed as a waiver of any such rights, claims, or defenses.

13. This Court retains exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Stipulation.

Dated: February 27, 2023  
Wilmington, Delaware

*[Remainder of the page is left intentionally blank]*

/s/ \_\_\_\_\_

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/s/ \_\_\_\_\_

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/s/ \_\_\_\_\_

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*Counsel to Straight Edge Concrete, LLC*

**Exhibit A**

**List of Straight Edge Liens**

<b>List of Straight Edge Liens</b>			
<u>Type of Lien</u>	<u>Property Street Address</u>	<u>Parcel ID No.</u>	<u>Simplified Property Description</u>
Mechanic's Liens	4411 U.S. Highway 42 West, Ghent, Kentucky 41045	001-12	Tract 1
			Tract 2